

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

ADAMS AND ASSOCIATES, INC., a
Nevada corporation,

CASE NO.: 3:12-cv-00312-RCJ-WGC

Plaintiff,

v.

CHRIS CONNORS, MANAGEMENT &
TRAINING CORPORATION, INC.,

STIPULATED INJUNCTION

Defendant.

_____/

Plaintiff Adams and Associates, Inc. ("Adams" or "Plaintiff") commenced this action with the filing of a Complaint on June 11, 2012. (Doc. #1). Adams also filed a Motion for Temporary Restraining Order and Motion for Preliminary Injunction ("Motion"). (Doc. #2, 3). Defendant Christopher Connors ("Connors") was duly served and received notice of the Motion and hearing, and Connors filed an Opposition to the Motion on June 28, 2012. (Doc. #33). After conducting an evidentiary hearing, on July 30, 2012, the Court entered its Order Granting Adams' Motion for Preliminary Injunction. (Doc. #48).

Since the entry of the Preliminary Injunction, the parties have filed a Stipulated Discovery Plan and Scheduling Order, (Doc. #50) and the parties have conducted discovery.

The parties have now reached settlement to resolve this dispute. They have executed a Settlement Agreement and Mutual Release. As part of the Settlement

1 Agreement, the parties have agreed that the Court's Order Granting Preliminary
2 Injunction shall remain in place as set forth herein.

3 Therefore, the parties stipulate and agree that:

4 (a) Until November 30, 2016, Connors shall be enjoined from direct or
5 indirect involvement in any procurement process, or assisting anyone or any entity, to
6 bid for a contract with the Department of Labor to operate a Job Corps facility which is
7 operated by Adams, including the Gadsden Center;

8 (b) Until November 30, 2016, any person or entity acting in concert
9 with Connors, shall also be enjoined from involving Connors, directly or indirectly, in the
10 procurement process directed at obtaining a contract with the Department of Labor to
11 operate a Job Corps facility which is operated by Adams, including the Gadsden Center;

12 (c) Connors shall not use or disclose Adams' confidential information;
13 and

14 (d) The security previously posted by Adams, in the amount of
15 \$5,000.00, shall be released to Adams and that the injunction shall remain in place and
16 in full force and effect without security.

17 Dated: August 16, 2013

Dated: August 16, 2013

18 McDONALD CARANO WILSON LLP

KAEMPFER CROWELL RENSHAW
GRONAUER & FIORENTINO

19
20
21 /s/ Leigh Goddard
Leigh Goddard
Megan Starich
22 Attorneys for Plaintiff

/s/ Stephanie Allen
Stephanie Allen
Severin Carlson
Attorneys for Defendant

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 IT IS SO ORDERED that:

2 (a) Until November 30, 2016, Connors shall be enjoined from direct or indirect
3 involvement in any procurement process, or assisting anyone or any entity to bid for a
4 contract with the Department of Labor to operate a Job Corps facility which is operated
5 by Adams, including the Gadsden Center;

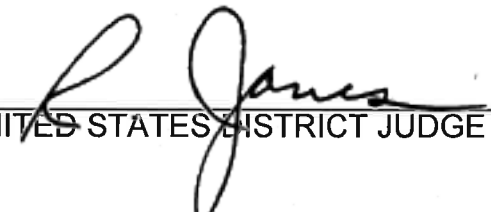
6 (b) Until November 30, 2016, any person or entity acting in concert with
7 Connors, shall also be enjoined from involving Connors, directly or indirectly, in the
8 procurement process directed at obtaining a contract with the Department of Labor to
9 operate a Job Corps facility which is operated by Adams, including the Gadsden Center;

10 (c) Connors shall not use or disclose Adams' confidential information; and

11 (d) The security previously posted by Adams, in the amount of \$5,000.00,
12 shall be released to Adams and that the injunction shall remain in place and in full force
13 and effect without security.

14 IT IS SO ORDERED.

15 Dated this 19th day of September, 2013.

16
17
18 
19 UNITED STATES DISTRICT JUDGE
20
21
22
23
24
25
26
27
28